

IN THE UNITED STATES BANKRUPTCY COURT FOR  
THE WESTERN DISTRICT OF OKLAHOMA

In Re:

JUSTIN S. BRUNER,  
RHIANNON L. BRUNER

Debtors.

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)  
)  
)  
)  
)

Case No. 17-15011-JDL  
Chapter 13

**MOTION FOR RELIEF FROM AUTOMATIC STAY AND NOTICE OF INTENT TO  
SEEK ABANDONMENT OF PROPERTY, AS TO DEBTOR AND CO-DEBTOR,  
WAIVER OF BANKRUPTCY RULE 4001(A)(3)  
BRIEF IN SUPPORT THEREOF  
AND NOTICE OF OPPORTUNITY FOR HEARING**

COMES NOW Capital One Auto Finance, a division of Capital One, N.A., a creditor in the above-styled bankruptcy proceeding, and respectfully moves the Court for an Order modifying Stay and Abandoning Property as to Debtor and Co-Debtor, Rhiannon L. Bruner. In support of its Motion, Movant shows the Court as follows:

1. Movant is a secured creditor of the Debtor and Co-Debtor.
- 2.. Movant is the owner and holder of a certain Promissory Note and Security Agreement executed by the Debtor and Co-Debtor covering the following described personal property, to-wit:

2014 KIA Sorento

VIN # 5XYKT3A66EG488926

Movant's security interest in the Property has been properly perfected as shown by the documents, attached hereto, marked collectively as Exhibit "A" and made a part hereof.

3. The total amount due on the Promissory Note and Security Agreement is \$18,080.91, plus accrued interest and interest accruing thereafter until paid in full, plus attorneys fees and costs.

4. The reasonable value of the Property is less than the debt owed against it.

5. The Debtor has not provided Movant with adequate protection.

6. The Debtor and Co-Debtor are in default under the terms of their contracts with Movant.

7. The Property is burdensome to the estate, and the automatic stay should be lifted in order that Movant may proceed to foreclose its interest in the Property.

8. Movant will suffer irreparable injury, loss and damage unless the automatic stay is lifted so as to permit Movant to commence with its action to recover said property. The irreparable injury will be a greater accrual of interest on the unpaid principal balance and a potential deterioration of the property without the ability of lender to conduct property preservation efforts. Movant requests that the Court waive the provisions of Rule 4001 (a) (3) which provides for a stay of fourteen (14) days following the entry of an Order granting a Motion for Relief from Stay. The basis for the Waiver of the fourteen (14) day stay is that the lender will suffer irreparable injury, a greater accrual of interest on the unpaid principal balance and a potential deterioration of the property without the ability of the lender to conduct property preservation efforts.

### NOTICE OF OPPORTUNITY FOR HEARING

**Your rights may be affected. You should read this document carefully and consult your attorney about your rights and the effect of this document.** If you do not want the Court to grant the requested relief, or you wish to have your views considered, you must file a written response or objection to the requested relief with the Clerk of the United States Bankruptcy Court for the Western District of Oklahoma, 215 Dean A. McGee Avenue, Oklahoma City, Oklahoma 73102, no later than twenty (20) days from the date of filing of this request for relief. You should also serve a file stamped copy of your response or objection to the undersigned movant/movant's attorney [and others who are required to be served] and file a certificate of service with the Court. If no response or objection is timely filed, the Court may grant the requested relief without a hearing or further notice.

**The twenty (20) day period includes the three (3) days allowed for mailing provided for in Bankruptcy Rule 9006(f). Fed. R.Bankr.Proc.**

**WHEREAS**, Capital One Auto Finance, a division of Capital One, N.A., moves the Court of an Order modifying the automatic stay as to the Debtor and Co-Debtor, Rhiannon L. Bruner, as to the above described Property, Order the Abandonment of the Property from the bankruptcy estate, Order that the Stay of this Order provided in Bankruptcy Rule 4001 (a) (3) shall not apply, and grant such additional relief as this Court deems equitable.

Capital One Auto Finance, a division of  
Capital One, N.A.

/s/ Bret D. Davis

Bret D. Davis, #15079  
LAMUN MOCK CUNNYNGHAM & DAVIS, P.C.  
5613 N. Classen Blvd.  
Oklahoma City, Oklahoma 73118  
(405) 840-5900 Fax: (405) 842-6132  
[Bdavis@lamunmock.com](mailto:Bdavis@lamunmock.com)  
ATTORNEYS FOR MOVANT

**CERTIFICATE OF SERVICE**

I hereby certify that on the 11<sup>th</sup> day of January, 2018, a copy of the Motion From Relief From Automatic Stay and Intent to Seek Abandonment of Property was electronically transmitted to the Clerk of the Court using the ECF System for filing. Based on the records currently on file, the Clerk of the Court will transmit a Notice of Electronic Filing to the following ECF registrants:

David Roberts  
Attorney for Debtors  
[alsok@cox.net](mailto:alsok@cox.net)

John Hardeman  
[13trustee@chp13okc.com](mailto:13trustee@chp13okc.com)

U.S. Trustee  
[Ustpreion20.oc.ecf@usdoj.gov](mailto:Ustpreion20.oc.ecf@usdoj.gov)

And, I further certify that I mailed a copy of the Motion From Relief From Automatic Stay and Intent to Seek Abandonment of Property and Notice of Opportunity of Hearing, by first-class U.S. Mail, postage pre-paid, to:

Justin S. Bruner  
Rhiannon L. Bruner  
18660 Big Jim Rd.  
Norman, OK 73026

/s/ Bret D. Davis

Label Matrix for local noticing  
1087-5  
Case 17-15011  
Western District of Oklahoma  
Oklahoma City  
Thu Jan 11 11:55:48 CST 2018

(p)THE KEY INC  
PO BOX 720308  
OKLAHOMA CITY OK 73172-0308

Capital One Auto Finance, a division of Capi  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Allnations Bank  
2023 S. Gordon Cooper Drive  
Shawnee OK 74801-9005

USBC Western District of Oklahoma  
215 Dean A. McGee  
Oklahoma City, OK 73102-3426

Americash Loans  
2029 N. Harrison  
Shawnee OK 74804-3140

Capital One Auto Finance, c/o AIS Portfolio  
P.O. Box 4360  
Houston, TX 77210-4360

Capitalone Auto  
P.O.B. 259407  
Plano TX 75025-9407

Carolyn Little Axe-Sadongei  
18650 Big Jim Road  
Norman OK 73026-9439

EZ Auto  
c/o Robinson 7 Hoover  
119 N. Robinson  
Ste. 1000  
Oklahoma City OK 73102-4614

Federal Loan Service  
P.O.B. 69184  
Harrisburg PA 17106-9184

First Premier Bank  
P.O.B. 5519  
Sioux Falls SD 57117-5519

Premier Bankcard, Llc  
Jefferson Capital Systems LLC Assignee  
Po Box 7999  
Saint Cloud Mn 56302-7999

SFC-Central Bankruptcy  
P.O. Box 1893  
Spartanburg, S.C 29304-1893

United States Trustee  
United States Trustee  
215 Dean A. McGee Ave., 4th Floor  
Oklahoma City, OK 73102-3479

David M. Roberts  
Affiliated Legal Services, Inc.  
3840 N.W. 23rd Street  
Oklahoma City, OK 73107-2738

John T. Hardeman  
PO Box 1948  
Oklahoma City, OK 73101-1948

Justin S. Bruner  
18660 Big Jim Road  
Norman, OK 73026-9439

Rhiannon L. Bruner  
18660 Big Jim Road  
Norman, OK 73026-9439

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

AUTO FINANCE USA  
P.O. BOX 720308  
OKLAHOMA CITY, OK 73172

(d)Auto Finance USA  
208 W-I240 Service Road  
Oklahoma City OK 73139

End of Label Matrix  
Mailable recipients 18  
Bypassed recipients 0  
Total 18

Label Matrix for local noticing  
1087-5  
Case 17-15011  
Western District of Oklahoma  
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Capitalone Auto  
P.O.B. 259407  
Plano TX 75025-9407

Carolyn Little Axe-Sadongei  
18650 Big Jim Road  
Norman OK 73026-9439

EZ Auto  
c/o Robinson 7 Hoover  
119 N. Robinson  
Ste. 1000  
Oklahoma City OK 73102-4614

Federal Loan Service  
P.O.B. 69184  
Harrisburg PA 17106-9184

First Premier Bank  
P.O.B. 5519  
Sioux Falls SD 57117-5519

Premier Bankcard, LLC  
Jefferson Capital Systems LLC Assignee  
Po Box 7999  
Saint Cloud Mn 56302-7999

SFC-Central Bankruptcy  
P.O. Box 1893  
Spartanburg, S.C 29304-1893

United States Trustee  
United States Trustee  
215 Dean A. McGee Ave., 4th Floor  
Oklahoma City, OK 73102-3479

David M. Roberts  
Affiliated Legal Services, Inc.  
3840 N.W. 23rd Street  
Oklahoma City, OK 73107-2738

John T. Hardeman  
PO Box 1948  
Oklahoma City, OK 73101-1948

Justin S. Bruner  
18660 Big Jim Road  
Norman, OK 73026-9439

Rhiannon L. Bruner  
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Norman, OK 73026-9439

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P.O. BOX 720308  
OKLAHOMA CITY, OK 73172

(d)Auto Finance USA  
208 W-I240 Service Road  
Oklahoma City OK 73139

End of Label Matrix  
Mailable recipients 18  
Bypassed recipients 0  
Total 18

DEAL#

RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer Name and Address (Including County and Zip Code) JUSTIN BRUNER 4400 SMOCKING TREE SHAWNEE OK 74804 POTTAWATOMIE	Co-Buyer Name and Address (Including County and Zip Code) RHIANON BRUNER 4400 SMOCKING TREE SHAWNEE OK 74804	Seller-Creditor (Name and Address) BOB MOORE KIA NW 7340 NW EXPRESSWAY OKLAHOMA CITY, OK 73132
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/ Demo	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2014	KIA SORENTO	31568	5XYKT3A66E488926	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment.
21.00 %	\$ 16664.52	\$ 21309.00	\$ 32973.52	\$ 38973.52

Your Payment Schedule Will Be:			
Number of Payments	Amount of Payments	When Payments Are Due	
72	527.41	Monthly beginning 01/16/2015	
N/A	N/A	N/A	
Or As Follows: N/A			

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 25.00 or \$ \_\_\_\_\_, whichever is greater, of the part of the payment that is late, whichever is greater.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. If you are giving a security interest in the vehicle being purchased.

Additional Information. See this contract for more information including information about nonpayment, default, any required payment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price (including \$ _____ N/A credit tax)	\$ 19520.00 (1)
2. Total Downpayment = Trade-in N/A (Make) (Model)	
Gross Trade-In Allowance	\$ _____ N/A
Less Pay Off Made By Seller	\$ _____ N/A
Equals Net Trade-In	\$ _____ N/A
+ Cash	\$ 1000.00
+ Other	\$ _____ N/A
(If total downpayment is negative, enter "0" and see 4b below)	\$ 1000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 18520.00 (3)
4. Other Charges Including Amount Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A. Cost of Optional Credit Insurance Paid to Insurance Company or Companies:	
Lien	\$ _____ N/A
Disability	\$ _____ N/A
B. Vendor's Single Interest Insurance	\$ _____ N/A
C. Paid to Insurance Company	\$ _____ N/A
D. Other Optional Insurance Paid to Insurance Company or Companies	\$ _____ N/A
E. Optional Gap Contract	\$ 800.00
F. Official Fees Paid to Government Agencies:	
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
G. Government Taxes Not Included in Cash Price	\$ _____ N/A
LIC/TRAN/REG/LIEN/PLATE	\$ 10.00
H. Government Certificate of Title Fee	\$ _____ N/A
I. Other Charges (Seller must identify who is paid and for what purpose):	
to N/A for Prior Credit or Lease Balance	\$ _____ N/A
to N/A for EXT WARRANTY	\$ 2580.00
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
to N/A for N/A	\$ _____ N/A
to BOB MOORE KIA NW for PROCESSING FEE	\$ 295.00
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 3689.00 (4)
5. Amount Financed (3 + 4)	\$ 21309.00 (5)

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4E of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage to credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Other Optional Insurance

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

N/A

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

N/A

Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

N/A

THIS INSURANCE DOES NOT INCLUDE

INSURANCE ON YOUR LIABILITY FOR BODILY

INJURY OR PROPERTY DAMAGE. WITHOUT

SUCH INSURANCE YOU MAY NOT OPERATE

THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge

of \$ 25.00, if any check you give us is

dishonored.

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ \_\_\_\_\_, and is shown below in item 4E of the Itemization of Amount Financed. The coverage for the initial term of the contract. Any insurer issuing VSI insurance agrees to subrogate against the Buyer.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before \_\_\_\_\_, Year \_\_\_\_\_, SELLER'S INITIALS \_\_\_\_\_

OPTIONAL GAP CONTRACT: A gap contract (also cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Months, EFG

Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract.

Buyer Signs \_\_\_\_\_

Co-Buyer Signs \_\_\_\_\_

Date 2/04/14

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs \_\_\_\_\_ Co-Buyer Signs \_\_\_\_\_

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs \_\_\_\_\_ Date 2/04/14 Co-Buyer Signs \_\_\_\_\_ Date 2/04/14

Co-Buyer and Co-Owner: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X \_\_\_\_\_

Seller signs BOB MOORE KIA NW Date 2/04/14 By \_\_\_\_\_

Seller assigns its interest in this contract to \_\_\_\_\_

☐ Assigned with recourse CAPITAL ONE AUTO FINANCE (Assigned under the terms of Seller's agreement) with Assignee.

☐ Assigned without recourse BOB MOORE KIA NW

Seller \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

FORM NO. 563-OK 8/14 1.8 required by law

OKLAHOMA: This contract is not valid unless it is signed by the Seller and the Buyer. It is not valid unless it is signed by the Seller and the Buyer. It is not valid unless it is signed by the Seller and the Buyer.

ORIGINAL LENDER

## OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Your right to refinance a balloon payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family or household use, you have the right to refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjust your payment schedule to your seasonal or irregular income.

## 2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest. You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs the law permits. The maximum attorney's fee you will pay will be 15% of the amount you owe, unless a court awards an additional amount.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and if this law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs, if the law permits, are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may change you interest at a rate not exceeding the highest lawful rate until you pay.

- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## 4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
 Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

## 6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

## 7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.



OKLAHOMA TAX COMMISSION

LIEN HOLDERS RELEASE FORMS

VIN: 5XYKT3A66EG488926 VEHYR: 2014 MAKE: KIA MODEL: SOR BODY: UT  
AGNT #: 5579 LIEN DATE: 12/09/2014 LIEN TIME: 11:00  
LIEN DEBTOR: JUSTIN BRUNER&RHIANNON BRUNER

4400 SMOKING TREE  
SHAWNEE OK 74804

LIEN HOLDER: CAPITAL ONE AUTO FINANCE

PO BOX 255605  
SACRAMENTO CA 95865

REF#: [REDACTED]

TO: OKLAHOMA TAX COMMISSION  
MOTOR VEHICLE DIVISION  
P.O. BOX 269061  
OKLAHOMA CITY OK 73126

TO WHOM IT MAY CONCERN: WE HAVE RELEASED OUR SECURITY INTEREST IN THE MOTOR  
VEHICLE DESCRIBED ABOVE, EFFECTIVE ON THE DATE WHICH APPEARS BY MY SIGNATURE.  
PLEASE REVISE YOUR RECORDS TO REFLECT THIS RELEASE.  
SIGNATURE OF REPRESENTATIVE OF SECURED PARTY

X \_\_\_\_\_

DATE \_\_\_\_\_

COPY 1

OKLAHOMA TAX COMMISSION

LIEN RECEIPT

[REDACTED]  
PYMT TYPE: CASH

VIN: 5XYKT3A66EG488926 VEHYR: 2014  
MAKE : KIA  
MODEL: SOR  
BODY : UT

LIEN DATE: 12/09/2014

AGNT #: [REDACTED]

LIEN TIME: 11:00

DATE: 12/09/2014

REF#: [REDACTED]

LIEN FEE: 10.00

LIEN  
DEBTOR: JUSTIN BRUNER&RHIANNON BRUNER

CAPITAL ONE AUTO FINANCE

PO BOX 255605  
SACRAMENTO CA 95865

TOTAL: 10.00  
COPY 3